

STATE OF MICHIGAN  
IN THE 67-4A DISTRICT COURT FOR THE COUNTY OF GENESEE

CITIBANK, N.A.,  
Plaintiff,

Case No.

v.

Hon.

MA

Defendant.

Joseph M. Jammal (P71254)

Preston U. Nate (P77884)

Brian L. Groen (P56673)

**STENGER & STENGER, P.C.**

Attorneys for Plaintiff

2618 East Paris Ave SE

Grand Rapids, MI 49546

Court Inquiries Ph: (877) 988-2280

Defendant/Counsel Ph: (888) 906-9534

Fax: (616) 942-9657

**COMPLAINT**

There is no other pending or resolved civil action  
arising out of the transaction or occurrence  
as alleged in the Complaint.

NOW COMES the above named Plaintiff, by and through its attorneys, Stenger & Stenger, P.C.,  
and for its Complaint states as follows:

**JURISDICTIONAL ALLEGATIONS**

1. Defendant(s) opened a Costco Visa Card account with Citibank, N.A..
2. Upon information and belief, Defendant M \_\_\_\_\_ sides at 14463 Duffield Rd,  
Byron, Genesee County, Michigan.
3. The amount in controversy, exclusive of costs, is less than \$25,000.00.

**CLAIM FOR RELIEF**

4. Defendant's Costco Visa Card account, account number \*\*\*\*\*1693, with  
Citibank, N.A. was opened on October 4, 2019. An agreement ("Agreement") was delivered to

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ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. CT033295

Defendant and to the best of Plaintiff's knowledge, is in Defendant's possession.

5. Defendant and/or an authorized user, used the account and failed to make payments as agreed upon and the account is in default.

6. There is now due and owing the balance of \$7,315.78.

7. Defendant has failed to object to the accuracy of the billings sent to Defendant and/or has otherwise assented to the balance and has failed, refused, or neglected to pay the balance due and owing to Plaintiff.

8. The account has become stated between the parties.

9. To avoid substantial injustice, Defendant should be required to repay Plaintiff the sum due.

WHEREFORE, Plaintiff requests a judgment in its favor and against Defendant for total damages in the amount of \$7,315.78, plus costs and such other relief as the court may deem appropriate.

Respectfully Submitted,

STENGER & STENGER  
Attorneys for Plaintiff

Dated: 09/30/2022

By: \_\_\_\_\_

Brian L. Groen (P56673)  
2618 E Paris Avenue SE  
Grand Rapids, MI 49546  
Court Inquiries Ph: (877) 988-2280  
Defendant/Counsel Ph: (888) 906-9534

File No. CT033295

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<b>STATE OF MICHIGAN</b> JUDICIAL DISTRICT JUDICIAL CIRCUIT <b>63</b> COUNTY PROBATE	<b>COMPLAINT</b> Page 1 of 2	<b>CASE NO.</b>
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**Court address**  
63RD DISTRICT COURT 1950 E. BELTLINE NE GRAND RAPIDS MI 49525

**Court telephone no.**  
(616) 632-777

Plaintiff name(s), address(es), and telephone no(s).  
 MIDLAND CREDIT MANAGEMENT, INC.  
 P. O. BOX 1628  
 WARREN, MI 48090

Plaintiff attorney, bar no., address, and telephone no.  
 ELIZABETH SMITH P63010 / STEPHANIE PETTWAY P64543  
 JAMES SHACKELFORD P83581 / DAVID PICARDAT P83599  
 ANDREW PERRY P69402 / KIMBERLY A. KLEMENOK  
 P85913  
 P. O. BOX 2044  
 WARREN, MI 48090-2044  
 (866) 300-8750

Defendant name(s), address(es), and telephone no(s).

v. [REDACTED]

**COMPLAINT**

Plaintiff, MIDLAND CREDIT MANAGEMENT, INC., by counsel, sues Defendant, under Account Stated and in support thereof states as follows:

1. Plaintiff is authorized to file this Complaint in this Court. Plaintiff owns portfolios of consumer receivables, which it attempts to collect. Plaintiff strives to treat its consumers, such as Defendant, with respect, compassion and integrity, hoping to provide mutually-beneficial opportunities for consumers to repay their debts and attain financial recovery.
2. Defendant is subject to this Court's jurisdiction.
3. Defendant established an account with CAPITAL ONE BANK (USA), N.A., under redacted account number XXXXXXXX-XX-5376.
4. Defendant was provided statements delineating Defendants use of the account and stating the current balance due.
5. Defendant defaulted on the account.

STATE OF MICHIGAN JUDICIAL DISTRICT JUDICIAL CIRCUIT COUNTY PROBATE 63	<b>COMPLAINT</b> Page 2 of 2 Pages	<b>CASE NO.</b>
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Court address  
63RD DISTRICT COURT 1950 E. BELTLINE NE GRAND RAPIDS MI 49525

Court telephone no.  
6166327776

6. A statement of account balance was sent to Defendant and not paid.
7. Plaintiff has acquired all right, title and interest to Defendant's account, and has attempted to contact Defendant through several means in an effort to resolve the account with Defendant, but has been unsuccessful. Defendant has not repaid the balance owed on the account. Plaintiff remains willing to discuss various options to resolve the outstanding obligation, although the options may be different than they were prior to the initiation of litigation.
8. Defendant owes Plaintiff \$3,706.79.
9. In support of the allegations, Plaintiff incorporates herein by reference the attached Exhibits.

WHEREFORE, Plaintiff requests judgment against the Defendant for \$3,706.79 and costs of the action and post judgment interest at the statutory rate.

I declare under penalty of contempt of court that to the best of my knowledge, information and belief that this is good ground to support the contents of this pleading.

Respectfully Submitted,

Dated: COPLJ

COPLJ

ELIZABETH SMITH P63040 /  ANDREW PERRY P69402  
 JAMES SHACKELFORD P83581 /  DAVID PICARDAT P83599  
 STEPHANIE PETTWAY P64543 /  KIMBERLY A. KLEMENOK P85913  
*Attorneys for Plaintiff*  
 P. O. BOX 2044  
 WARREN, MI 48090-2044  
 (866) 300-8750

PLEASE UNDERSTAND THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

STATE OF MICHIGAN  
IN THE 6TH CIRCUIT COURT FOR THE COUNTY OF OAKLAND

UHG I LLC ,  
Plaintiff,

Case No.: 2022-100000  
HON. JUDGE DAVID M. COHEN

v  
Defendant.

**COMPLAINT FOR MONEY OWED  
UNDER AN ACCOUNT STATED,  
BREACH OF CONTRACT OR  
ALTERNATIVELY FOR UNJUST  
ENRICHMENT**

Richard E. Stueckroth (P85814)  
Dobberstein Law Firm, PLLC  
Attorney for Plaintiff  
225 S Executive Dr  
Brookfield, WI 53005  
(262) 641-3715

This case has been designated as an eFiling case, for more information please visit [www.oakgov.com/efiling](http://www.oakgov.com/efiling).

*Pursuant to MCR 2.113(C)(2)(a), there is no other pending or resolved civil action arising out of the transaction or occurrence alleged in the complaint.*

NOW COMES Plaintiff, UHG I LLC ("Plaintiff"), by and through its attorney, Richard E. Stueckroth of Dobberstein Law Firm, PLLC, and for its complaint against [redacted] states as follows:

**COUNT I**  
**ACCOUNT STATED**

1. Plaintiff, UHG I LLC , is a corporation with its primary offices located at 6400 Sheridan Drive, Suite 138, Williamsville NY 14221. UHG I LLC does not do business, nor does it have any employees or offices in the State of Michigan and is not required to obtain a certificate of authority from the State of Michigan.

2. Defendant, [redacted] ("Janet"), is an individual last known to reside at [redacted] 48033, located in OAKLAND County.

3. Defendant requested an extension of credit from Upgrade ("Original Creditor") through WebBank, a licensed Credit Services Organization on an installment loan ("Account

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Any information obtained will be used for that purpose.*

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Agreement"), specifically account number ending in 1726, and by use of the Account, Defendant became bound by the terms in the Loan & Security Agreement, copies of which are attached hereto as Exhibit 1. Account Agreement was opened on 12/28/2017.

4. Upgrade assigned all its rights in and to UHG I LLC on 01/22/2020 as evidenced by the Bill of Sale attached hereto as Exhibit 2.

5. The principal balance purchased by Plaintiff was \$28,392.73.

6. Plaintiff remains the holder and owner of the Account Agreement and is the successor in interest to the terms and conditions relating thereto.

7. Defendant breached the Account Agreement by failing to make monthly payments as they became due.

8. By reason of Defendant's failure and refusal to pay the balance in accordance with the terms of the account agreement, Plaintiff has suffered damages in the amount of \$28,392.73. Plaintiff requests this court to enter judgment in this amount plus costs, attorney fees, and post-judgment contractual interest thereon capped at the rate of 13.00% annually calculated from the date of the filing of the complaint pursuant to MCL 600.6013(7).

COUNT II  
(BREACH OF CONTRACT)

9. Plaintiff repeats and incorporates the preceding paragraphs of this complaint as though fully stated herein.

10. Defendant breached the Account Agreement between the parties by failing to make payments as required by the Account Agreement and has suffered damages as a result.

11. Plaintiff has made demand upon Defendant for payment of the amount due and owing, but Defendant has refused to pay the amount due.

12. As a direct and proximate result of Defendant's breach of the Account Agreement

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Any information obtained will be used for that purpose.*

Plaintiff has incurred damages in the amount of \$28,392.73. Plaintiff requests this court to enter judgment in this amount plus costs, attorney fees, and post-judgment contractual interest thereon capped at the rate of 13.00% annually calculated from the date of the filing of the complaint pursuant to MCL 600.6013(7).

COUNT III - ALTERNATIVE  
(UNJUST ENRICHMENT)

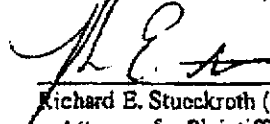
13. Plaintiff repeats and incorporates the preceding paragraphs of this complaint as though fully stated herein.
14. Plaintiff brings Count III in the alternative to Counts I and II of this complaint.
15. Defendant accepted and/or received a monetary benefit of \$28,392.73.
16. Defendant accepted and/or received the benefits of a credit account issued.
17. It would be inequitable for this Court to allow Defendant to retain the benefits of the funds or to be unjustly enriched at the expense of Plaintiff or allow Defendant to retain the value of the funds at issue without repaying Plaintiff the value of the same.

WHEREFORE, Plaintiff demands judgment against Defendant in the sum of \$28,392.73, together with court costs, attorney's fees and post-judgment contractual interest thereon capped at the rate of 13.00% annually calculated from the date of the filing of the complaint pursuant to MCL 600.6013(7).

Dated: 3/23/2023

By:

Dobberstein Law Firm, PLLC



Richard E. Stueckroth (P85814)  
Attorney for Plaintiff  
225 S Executive Dr Suite 201  
Brookfield, WI 53005  
(262) 641-3715  
info@dlflaw.com

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Any information obtained will be used for that purpose.*